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WHY AN ATO MEDIATION PROGRAM (AMP)?

Disputes occur in any workplace between employees, between employees and managers, and between managers. Normally, these disputes can be resolved through effective communication between the persons involved. Unfortunately, too often the communication is ineffective, and sometimes, there is no communication at all. When this happens, the persons involved can experience stress and suffer a decline in productivity. This is not only detrimental to the individual but can adversely affect the workplace. Occasionally, the disputes are addressed through the formal, time consuming, and costly administrative procedures available to employees. The ATO senior leadership is committed to helping all its employees resolve issues with each other in a more efficient, equitable, and confidential manner. To achieve this commitment, we offer the AMP, an attractive alternative which will provide the services of highly trained individuals to mediate disputes involving any issue deemed appropriate for resolution through this system.

WHAT IS AMP?

To best understand AMP, it is necessary to first understand the basic concept of mediation. Mediation is a process in which a trained facilitator assists disputing parties in their efforts to communicate issues and explore possible solutions. The facilitator, commonly known as a mediator, does not render any decisions or provide any evaluation of the cases; rather, (s)he facilitates the exchange of information and settlement alternatives between parties. More specifically, AMP is a program through which you may seek to resolve issues involving work related activities that have the potential to escalate toward more serious complaints and inhibit positive performance. It is a program intended to facilitate communication and understanding between people involved in workplace disputes. Most importantly, it is designed to quickly resolve disputes through the services of a neutral and objective mediator.

It is **Informal!** A minimum amount of paperwork is required.

It is **Confidential!** Only the persons involved in the disputes will know who utilizes the program. All material related to an AMP case will be maintained in a confidential manner and will not be provided to anyone who is not involved in the dispute.

It is **Fair!** The mediator has a duty to be completely impartial and to facilitate resolution of disputes through open, honest communication and understanding between the people involved.

It is **Quick!** Our goal is to resolve workplace disputes within five (5) work days. This time can be extended through agreement of the person involved and the mediator.

It is **Voluntary!** Employees must agree to participate in mediation to resolve issues.

It can be **Effective!** Mediation has proven to be an effective method of resolving workplace disputes.

“The courts of this country should not be the places where the resolution of disputes begin. They should be the place where disputes end – after alternative methods of resolving disputes have been considered and tried.”

-U.S. Supreme Court Justice Sandra Day O'Connor

WHAT AMP IS NOT

AMP may serve as an alternative to formal administrative processes such as the administrative grievance procedures and the Equal Employment Opportunity (EEO) complaint process; however, it does not replace them. The time requirements of the administrative grievance or other agency procedures will not be extended as a result of the AMP. Title 29 Code of Federal Regulation 1614 lists the timeframes associated with the pre-complaint processing for EEO issues. An aggrieved employee must seek counseling within 45 days of the discriminatory act. Participating in the AMP **does not** extend the 45 days.

WHO CAN USE AMP?

AMP is applicable to all AFSCME bargaining unit and non-bargaining unit employees in ATO. Employees represented by other labor organizations may not use the AMP to resolve disputes; rather employees must use the applicable negotiated disputes resolution process or other processes available. Use of the program is voluntary. If an employee chooses to use the AMP for an issue involving a manager, that manager is strongly encouraged to participate in the AMP process.

WHAT CAN I EXPECT WHEN USING THE AMP?

If you have a dispute with another employee or manager and you want to use the AMP to resolve the dispute, you first must contact an AMP Program Manager. Names and telephone numbers of the AMP program managers will be readily available to all ATO employees through the ATO website and other communication mediums. The AMP program manager will assign a mediator.

After contact, the mediator will meet with you and explain the mediation process. The mediator will inquire about the nature of the dispute and ask for basic information about the person(s) with whom you are having the dispute. The mediator will record this information on a case form (Attachment 1) to help manage the case. The mediator will ask you to sign an agreement to mediate (Attachment 2). This document will be viewed by you, the mediator, the other person(s) involved in the dispute, and the AMP Program Manager. The mediator will also remind you that use of the AMP does not extend the timeframes under other agency procedures.

The mediator will contact the other person(s) involved in the dispute, state the disputed issue(s), and explain the mediation process. The mediator will then ask the other person(s) to participate in the mediation process. If the person agrees, he or

she will sign the same agreement to mediate. If an employee chooses not to participate in the mediation process, this refusal to mediate shall not serve as the basis for an EEO complaint or grievance.

The mediator will schedule a session with the participants. If the issue is resolved, the participants may decide that a written agreement is not necessary, or they may **choose** to sign a resolution agreement as shown in Attachment 3. However, the resolution agreement **must** be completed if a complaint regarding the same issue has been filed under the EEO complaint process or any other administrative or judicial process. In such cases, the AMP Program Manager will contact the EEO Program Manager to advise that a resolution agreement has been reached under the AMP process.

If a written resolution agreement is completed, each participant will receive a copy. The AMP Program Manager will keep one copy of the agreement in a confidential file. The mediator will also give each participant a form to evaluate the effectiveness of the AMP (Attachment 4). Completion of this evaluation form is also voluntary, but encouraged.

There are a few more points you need to know. First, if either of the participants who agreed to the resolution later believes that another participant has violated the agreement, the AMP can be used to resolve that issue as well. **Second**, if you don't resolve your dispute, the AMP mediator may not testify or present evidence in any subsequent administrative proceedings directly related to the issue(s) discussed. **Third**, if a mediator receives credible information which indicates a threat to the physical safety of an individual or the FAA's ability to perform its mission, the mediator will inform the appropriate officials.

WHAT OTHER INFORMATION IS THERE ABOUT THE PROGRAM STRUCTURE AND RESPONSIBILITIES?

AMP PROGRAM DIRECTOR is responsible for:

- Overseeing the overall program development, implementation, operations, and assessing program effectiveness.
- Selecting Program Managers to manage the operations of the AMP.
- Providing training for program managers and mediators.
- Providing briefing and reports on program statistics and trends. These briefings will not include specific case histories; thus conforming to the confidentiality provisions of the program.

AMP PROGRAM MANAGER. A Program Manager will serve in a collateral duty capacity at FAA Washington headquarters and the ATO Service Areas. The program manager is responsible for:

- Selecting AMP mediators to serve as neutral parties to assist employees in resolving conflicts.
- Overseeing operations that include coordinating program activities, refining the skill requirements for the mediators, and monitoring the case load.
- Managing the established recruitment process for mediators ensuring that a qualified pool of trained mediators is available at all times.
- Monitoring the progress of individual cases, and providing quarterly reports to the AMP Program Director of mediator case loads and evaluations.
- Assessing and identifying unacceptable performance by a mediator, and taking appropriate action to correct the performance, which can include removing the individual from the mediator pool.
- Scheduling the initial training and follow-on training for mediators and evaluation of the training program.
- Providing awareness briefings to all ATO employees about AMP.
- Assuring the AMP program is consistent with laws, rules, and regulations. The AMP program manager will coordinate with the Associate Chief Counsel for Alternative Dispute Resolution and the appropriate representative from the Office of Civil Rights.

AMP MEDIATOR. A cadre of individuals will serve in a collateral duty capacity at FAA Washington headquarters and the ATO service areas. AMP mediators is responsible for:

- Serving in a collateral capacity for a minimum 2-year term (the program manager will manage the term to provide continuity).
- Attending training in conflict resolution, mediation, EEO compliance, and the administrative grievance process, as well as other relevant topics.
- Forwarding copies of written records of individual cases to the AMP Program Manager.
- Being available to all employees (*mediators will not mediate disputes involving their immediate supervisors or team lead*).

- Working to improve communication and understanding between the participants involved in the dispute, help them explore alternative solutions to resolve the issue(s), and attempt to mediate an agreement between them. The mediator must be responsive to the participants' concerns and ensure that each issue is treated fairly. The mediator does not have the authority or responsibility to decide the dispute, but rather, assists the participants in resolving the dispute in a mutually acceptable way.
- Completing the inquiry and resolution efforts within five working days from the date the participants agree to use the AMP process. If a satisfactory resolution has not been reached at the expiration of the five-day timeframe, the mediator will advise the participants of their option to request an extension. The participants must agree to extend the timeframe for mediation before it can be extended.
- Ensuring employees are allowed sufficient time (2-3 days) to consult with appropriate officials before agreement is finalized.

ATO MANAGERS/SUPERVISORS. Managers will promote, support, and are strongly encouraged to participate in the program when an employee elects to use the AMP as a forum for resolving a complaint.

ATO EMPLOYEES. Employees are encouraged to:

- Continue to use their management chain or the Employee Assistance Program (EAP) as an option to resolve a concern to improve their working relationship or performance.
- Use the AMP at the earliest possible stage to resolve issues or concerns, preferably within 60 days of the event that caused the issues or concern.

QUALIFICATIONS FOR AMP MEDIATORS. The program manager will manage the established process for recruiting, screening, interviewing, and selecting mediators. Mediators must be current ATO employees. Mediators must possess the following competencies.

- Ability to negotiate.
- Skill in identifying issues and options with the ability to remain impartial.
- Ability to communicate.

TRAINING. Appropriate skills-based training for individuals selected to serve as mediators will be identified and provided by the AMP Program Director. Mediators will receive training in counseling, mediation, conflict resolution, and other required skills to assist the parties in resolving conflicts. Once the mediators are

selected and trained, the program manager will conduct AMP awareness briefings for the ATO work force covered by the program to:

- Explain the reasons for implementing the AMP.
- Promote support for the AMP by identifying the advantages of choosing AMP.
- Explain the AMP process design, including the responsibilities of the parties participating in the AMP process.
- Respond to any questions or concerns about the AMP.

PROGRAM REPORTING. Mediators will provide information on a monthly basis to the program manager on the number of cases processed and identify any program adjustments that may need to be considered. The program manager will maintain this information and provide it to the AMP Program Director on a quarterly basis or as needed for management information and program decisions. The program manager will also review the AMP evaluation form, analyze the responses, and provide information to the AMP Program Director, and to the mediators as needed to manage the program effectively. The evaluation responses may also be used to make program changes if warranted.

PROGRAM EVALUATION. The program will be evaluated informally on a continuous basis, using appropriate indicators to assess the degree to which the AMP is meeting its goals.

(Attachment 1)

OFFICE OF AIR TRAFFIC ORGANIZATION MEDIATION PROGRAM CASE FORM

CASE NUMBER _____ DATE: _____

MEDIATOR: _____

PERSON(S) REQUESTING MEDIATION: _____

TELEPHONE NUMBER: _____

OTHER PERSON(S) INVOLVED: _____

TELEPHONE NUMBER: _____

DATE OF FIRST CONTACT: _____

BRIEF SUMMARY OF THE ISSUE(S):

1. Has the requesting person filed an EEO complaint, administrative procedure, or judicial action involving the same or related issues for this case? //Yes //No
2. Has the requesting person been informed of their rights and the timeframes associated with the AMP and other administrative and judicial procedures? If no, explain why. //Yes //No
3. Has the requesting person been informed of the requirement to sign an agreement to mediate? If no, explain why. //Yes //No
4. Is the requesting person a bargaining unit member? // Yes //No
5. Does the either party require special accommodations? //Yes //No

**OFFICE OF AIR TRAFFIC ORGANIZATION MEDIATION PROGRAM
AGREEMENT TO MEDIATE**

The person signing below agrees to engage in mediation. They understand that the mediator has no authority to decide the case and is not acting as an advocate or attorney for either person. Mediation is a confidential process. Any documents submitted to the mediator and statements made during the mediation are for resolution purposes only. All persons involved agree they will not subpoena the mediator or any documents prepared by the mediator for any subsequent proceeding. They also agree that the mediator will not be requested to participate in any way or prepare or produce any document at any subsequent proceeding. All notes taken during the mediation session will be collected and discarded upon completion of the mediation process. Confidentiality will not extend to threats of imminent physical harm, criminal, or similar activity that threatens the FAA's ability to perform its mission, or when a judicial or administrative order requires otherwise confidential information to be revealed.

Neither party shall be bound by anything said or done at the mediation except to the extent it is contained in a written resolution agreement and is reached and signed by the parties. **The parties understand that any agreement must be consistent with any applicable laws, rules or regulations.** If a resolution agreement is signed, it shall be binding upon all parties to the agreement. By signing the resolution agreement, the requesting person agrees not to pursue any other action relating to the resolved dispute. If the requesting person has already filed, in any forum, any claim, complaint, grievance, or any other action related to the resolved matter, by signing the resolution agreement, the requesting person withdraws actions pertaining to the resolved dispute. If a dispute arises out of or relates to this agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure.

The mediator will not retain any copies of the written resolution agreement, but will forward a copy to the AMP Program Manager. Copies of the resolution agreement will be provided to the parties of the agreement.

By signature, we acknowledge that we have read, understand, and agree to this Agreement to Mediate. We also acknowledge receipt of the information related to the rights and responsibilities of the EEO complaint and formal administrative grievance processes.

Party

Date

Party

Date

Mediator

Date

OFFICE OF AIR TRAFFIC ORGANIZATION MEDIATION PROGRAM AGREEMENT (OPTIONAL)

The agreement is
between _____
(Requesting Person)
and _____
(Affected FAA Office) with regard to the following matter,
hereinafter “Dispute”

[Explain dispute being resolved utilizing an all encompassing description].

In full and complete resolution of all the allegations that have arisen or that may arise relating to the Dispute, and in consideration of the mutual promises contained herein, the undersigned parties stipulate and agree as follows:

1. [Specify all other actions to be taken by the Requesting Person as a condition of the agreement].
2. [Specify precisely the actions to be taken by FAA, including timeframes; make sure they are realistic, where applicable].
3. This agreement represents full and complete resolution of the stated claims, complaints, grievances, and other action relating to the Dispute. No subsequent claims, complaints or grievances may be filed with regards to the resolved issues.
4. This agreement does not constitute either an admission or concession of wrongdoing by either party and shall not be represented as such by either party.
5. The Requesting Person agrees that the terms of this agreement are confidential and shall not be disclosed in any way, except to persons having a need to know for the purpose of carrying out the terms of this agreement of resolving disputes over compliance with the terms of the agreement.
6. This agreement is not precedential and shall not be cited as precedent in any other proceeding.
7. If the Requesting Person believes the FAA has failed to comply with its obligations under this agreement, (s)he shall notify the AMP program manager in writing of the alleged noncompliance.

8. The Requesting Person hereby acknowledges that (s)he has read and understands the provisions of this agreement and that the agreement is entered into voluntarily and without coercion, or undue influence, and with full knowledge of all the material facts.
9. This agreement contains the entire understanding of the parties. No modification or waiver of any of the terms of this agreement shall be valid unless in writing and executed by the parties. No other documents shall be incorporated by reference unless said document is specifically mentioned herein.

Party

Date

Party

Date

¹Written resolution agreement is not optional if this is related to an ongoing EEO case or other administrative or judicial procedure

AIR TRAFFIC ORGANIZATION MEDIATION PROGRAM EVALUATION FORM (OPTIONAL)

AMP PROCESS:

1. Was your case resolved by mediation? //Yes //No
2. Did the mediation process resolve the issue(s) in a timely manner? //Yes //No
3. Did the issue(s) involve a manager or another employee?
//Manager //Employee
4. Are you satisfied with the results of the mediation?
// Yes // Somewhat // No (If no, why not?)

5. Do you feel that mediation was worth the time you invested in the process?
//Yes // Somewhat //No (If no, why not?)

6. Do you have any suggestion for improving the mediation process?
//Yes //No (If yes, explain)

7. Would you use ATO Mediation Program again
to mediate an issue? //Yes //No
(If no, explain why)

8. Would you recommend the ATO Mediation Program
to others? //Yes //No
(If no, explain why)

AMP MEDIATOR:

Name of AMP Mediator(s): _____

1. Did the mediator explain the AMP process clearly? //Yes //No

2. Was the mediator impartial? //Yes //No
(If no, please explain)

3. Did the mediator allow you sufficient time to address
the issue(s)? // Yes //No

4. Did the mediator allow the other party sufficient time to
address the issue(s)? //Yes //No

5. Did the mediator appear to understand the dispute? //Yes //No

6. Did the mediator ask questions to clarify statements? //Yes //No

Signed: (OPTIONAL)_____

Please return this evaluation form to the AMP Program Manager.